

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:

JAMES JOHN KUBASKO )  
DEBTOR(S) )  
Chapter: 13  
Case Number: 5-20-00462

CERTIFICATE OF SERVICE

I certify that I am more than 18 years of age and that on April 23, 2020, I served a copy of the Debtor's Motion to Sell Free and Clear of All Liens, Charges and Encumbrances, Notice and Order on the following parties in this matter:

Name and Address	Mode of Service
All Parties on Attached List	All parties served via first class US mail, postage pre-paid

I certify under penalty of perjury that the foregoing is true and correct.

Date: April 23, 2020

Name: Lisa Marchalek

Address: 381 N. 9<sup>th</sup> Avenue  
Scranton, PA 18504  
570-347-7764

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

James John Kubasko,  
aka James Kubasko, aka James J. Kubasko, aka James Kubasko,  
aka James J. Kubasko Jr., aka James John Kubasko Jr., aka James  
Kubasko Jr.,

**Debtor 1**

Chapter: 13

Case number: 5:20-bk-00462-RNO

Document Number: 33

Matter: Motion for Sale Free and Clear of  
Liens

James John Kubasko  
**Movant(s)**

vs.

LACKAWANNA COUNTY TAX CLAIM BUREAU,  
LACKAWANNA RIVER BASIN SEWER AUTHORITY  
PNC BANK, NA  
PORTNOFF LAW ASSOCIATES  
INTERNAL REVENUE SERVICE  
PA DEPARTMENT OF REVENUE  
CHARLES J. DEHART, III, Trustee  
**Respondent(s)**

**Order**

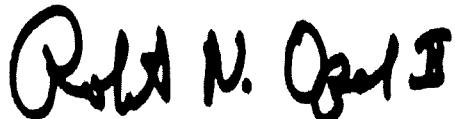
Unless earlier served through CM/ECF, **IT IS ORDERED** that service of this Order and the above-referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R 4001-6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

**IT IS FURTHER ORDERED** that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

United States Bankruptcy Court The hearing will be held telephonically, using CourtCall. Please contact them, at 866-582-6878, no later than 24 hours, before your hearing.	Date: 5/28/20 Time: 09:30 AM
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Dated: April 22, 2020

By the Court,



Honorable Robert N. Opel, II  
United States Bankruptcy Judge

By: Deborah George, Deputy Clerk

Initial requests for a continuance of hearing (*L.B.F. 9013-3, Request to Continue Hearing/Trial with Concurrence*) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing telephonically shall be made in accordance with L.B.R. 9074-1(a).

Electronic equipment, including cell phones, pagers, laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned to silent operation upon entering the Courtroom and Chambers.

Photo identification is required upon entering the Courthouse.

orreshrg(5/18)

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

\*\*\*\*\*  
IN RE: : CHAPTER 13  
JAMES JOHN KUBASKO :  
: Debtor(s) : CASE NO. 5-20-00462  
\*\*\*\*\*  
JAMES JOHN KUBASKO :  
Movant :  
vs. :  
: LACKAWANNA COUNTY TAX CLAIM :  
BUREAU, LACKAWANNA RIVER BASIN :  
SEWER AUTHORITY, PNC BANK, NA, :  
PORTNOFF LAW ASSOCIATES, :  
INTERNAL REVENUE SERVICE, PA :  
DEPARTMENT OF REVENUE, and :  
CHARLES J. DEHART, III, ESQUIRE :  
Respondents :  
\*\*\*\*\*

NOTICE OF DEBTOR'S MOTION TO APPROVE PRIVATE SALE OF REAL AND  
PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND  
ENCUMBRANCES

\*\*\*\*\*  
NOTICE IS HEREBY GIVEN THAT:

Debtor, James John Kubasko, reside at 79 West Shore Dr., Jefferson Twp., PA 18436 and seeks leave to sell real property of the above captioned case located at 219 Franklin Ave., Jermyn, PA, along with personal property and fixtures to Legacy Development Corp., for the sum of Twenty Three Thousand (\$23,000.00) Dollars. The sale is to be free and clear of all liens, charges and encumbrances, with all valid liens and encumbrances to be paid at time of closing.

The Debtors further request the Court to allow distribution of the proceeds from the sale of real and personal property as follows:

- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,431.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;

- c. Realtors Commission of 6 % percent;
- d. Any transfer tax which is the responsibility of the seller herein;
- e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
- f. Payment in full to PNC Bank, NA;
- g. That any other unpaid liens shall attach to the remaining sale proceeds;
- h. Debtor's exemption if any;
- i. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Charles J. DeHart, III, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

The Sale is not subject to higher and better offers.

Any inquiries regarding the sale and/or to request for copies of the motion or a time and date to examine the property prior to the sale, can be made directly to Debtor's Counsel, Tullio DeLuca, Esquire.

Hearing on any Answers or Objections will be heard on May 28, 2020 at 9:30 a.m.. The hearing will be held telephonically, using CourtCall. Please contact them at 866-582-6878, no later than 24 hours, before the hearing. If no objection and request for hearing are timely filed with the Bankruptcy Clerk, 197 South Main Street, Wilkes-Barre, PA 18701 to the sale of the aforementioned real and personal property on the above terms and conditions on or before **May 14, 2020**, the Court may grant the relief requested. If you desire to contest this matter, file a written objection in the form of responsive pleading and request a hearing with a copy to Tullio DeLuca, Esquire at the address below: Any filing must conform to the Rule of Bankruptcy Procedures unless the Court determines otherwise.

Date of Notice: April 23, 2020

Tullio DeLuca, Esquire  
381 N 9<sup>th</sup> Avenue  
Scranton, PA 18504  
(570) 347-7764

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

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IN RE: : CHAPTER 13  
JAMES JOHN KUBASKO :  
: :  
Debtor(s) : CASE NO. 5-20-00462  
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JAMES JOHN KUBASKO :  
Movant :  
vs. :  
: :  
LACKAWANNA COUNTY TAX CLAIM :  
BUREAU, LACKAWANNA RIVER BASIN :  
SEWER AUTHORITY, PNC BANK, NA, :  
PORTNOFF LAW ASSOCIATES, :  
INTERNAL REVENUE SERVICE, PA :  
DEPARTMENT OF REVENUE, and :  
CHARLES J. DEHART, III, ESQUIRE :  
Respondents :  
\*\*\*\*\*

DEBTOR'S MOTION TO APPROVE PRIVATE SALE OF REAL AND PERSONAL  
PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND ENCUMBRANCES  
\*\*\*\*\*

AND NOW COMES, James John Kubasko, the Debtor, and files this Motion for an

Order Approving a Private Sale of Real and Personal Property Free and Clear of all Liens,

Charges and Encumbrances:

1. James John Kubasko (hereinafter the "Debtor") filed a Chapter 13  
bankruptcy proceeding with the U.S. Bankruptcy Court for the Middle District of Pennsylvania.
2. Charles J. DeHart, III, Esq. was appointed the Chapter 13 Trustee.
3. On the date that the Petition was filed there existed real property, of the estate  
located at 219 Franklin Ave., Jermyn, PA along with personal property and fixtures.
4. The Debtors wish to sell the property to Legacy Development Corp., for the sum  
of Twenty Three Thousand (\$23,000.00) Dollars. A copy of the agreement of sale is attached  
hereto, made a part hereof, and labeled Exhibit "A".

5. The Respondents named in the above caption, may have a lien(s) on the property or other interests in the property to be sold.

6. That this Motion to Sell Real and Personal Property Free and Clear of Liens, Charges and Encumbrances has been filed by the Debtors because the offer approximates the fair market value.

7. The Debtor further requests the Court to allow distribution of the proceeds from the sale of the real estate at settlement, pursuant to the priority of the United States Bankruptcy Court as follows:

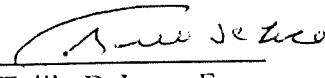
- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,431.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;
- c. Realtors Commission of 6 % percent;
- d. Any transfer tax which is the responsibility of the seller herein;
- e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
- f. Payment in full to PNC Bank, NA;
- g. That any other unpaid liens shall attach to the remaining sale proceeds;
- h. Debtor's exemption if any;
- i. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Charles J. DeHart, III, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

8. The Debtor shall be allowed to escrow funds at closing for potential capital gains tax liability as may be needed.

9. The Debtors request the Court to issue a date by which responses, if any, objecting to the sale of real property free and clear of liens, charges and encumbrances may be filed, and to grant the requested relief, to wit, to hold the sale of the aforementioned real property free and clear of all liens, charges and encumbrances.

WHEREFORE, the Debtors respectfully request that the Movant's Motion to approve Private Sale of Real and Personal Property located at 219 Franklin Ave., Jermyn, PA, be hereby approved and an Order issued authorizing the Debtors to sell the above real and personal property free and clear of all liens, charges and encumbrances to Legacy Development Corp. with normal and customary closing costs paid from the sale proceeds as indicated above, less Debtors' exemption. Debtors shall be allowed to escrow funds at closing for a potential capital tax gain liability.

Respectfully submitted,



Tullio DeLuca, Esq.  
Attorney for Debtor  
381 N. 9<sup>th</sup> Avenue  
Scranton, PA 18504  
(570) 347-7764



1    2. **By this Agreement**, dated February 11, 2020

3    3. Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

4    4. **PURCHASE PRICE AND DEPOSITS (4-14)**

5    (A) Purchase Price \$ 23,000.00

6    (Twenty-Three Thousand)

7    1. Initial Deposit, within \_\_\_\_ days (5 if not specified) of Execution Date, \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:

8    if not included with this Agreement: \$ 1,000.00

9    2. Additional Deposit within \_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_

10    3. \_\_\_\_\_ \$ \_\_\_\_\_

11    Remaining balance will be paid at settlement.

12    (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer  
13    within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-  
14    sonal check.

15    (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here): \_\_\_\_\_

16    who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or  
17    termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations  
18    of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this  
19    Agreement.

20    3. **SELLER ASSIST (If Applicable) (1-10)**

21    Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward  
22    Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is  
23    approved by mortgage lender.

24    4. **SETTLEMENT AND POSSESSION (4-14)**

25    (A) Settlement Date is March 11, 2020, or before if Buyer and Seller agree.

26    (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless  
27    Buyer and Seller agree otherwise.

28    (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:  
29    current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer  
30    fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will  
31    pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

32    (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:  
33    1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
34    2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December  
35    31. School tax bills for all other school districts are for the period from July 1 to June 30.

36    (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

37    (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

38    (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures  
39    broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property  
40    is subject to a lease.

41    (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and  
42    assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.  
43    Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer  
44    will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this  
45    Agreement.

46     **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

47    5. **DATES/TIME IS OF THE ESSENCE (1-10)**

48    (A) Written acceptance of all parties will be on or before: February 12, 2020

49    (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the  
50    essence and are binding.

51    (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by  
52    signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-  
53    ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be  
54    initialled and dated.

55    (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-  
56    ment of the parties.

57    (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms  
58    and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable  
59    to all parties, except where restricted by law.

60     Buyer Initials: \_\_\_\_\_

61    ASR Page 2 of 14  
62    Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 [www.zipLogix.com](http://www.zipLogix.com)

63    Seller Initials:   
64    219 Franklin

WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing from one of the parties may include an appraisal contingency.  ELECTED.

(a) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

Vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes); the following items are not owned by seller and may be subject to a lease or other arrangement controlled by the vendor:

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HIGHER MATHEMATICAL CONCEPTS

Agreement to continue the 2007-2008 school year.

SUSPENDING (4-14)

5:20-bk-00462-BNO Doc 39 Filed 05/14/20 Entered 05/14/20 14:30:31

3.20-br-00462-RNO Doc 39 Filed 03/14/20 Entered 03/14/20 14:20:31  
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182 9. **CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

183 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the  
184 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change  
185 in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against  
186 Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to  
187 purchase.

188 10. **SELLER REPRESENTATIONS (1-20)**

189 (A) **Status of Water**

190 Seller represents that the Property is served by:

191  Public Water  Community Water  On-site Water  None

192

193 (B) **Status of Sewer**

194 1. Seller represents that the Property is served by:

195  Public Sewer  Community Sewage Disposal System  Ten-Acre Permit Exemption (see Sewage Notice 2)

196  Individual On-lot Sewage Disposal System (see Sewage Notice 1)  Holding Tank (see Sewage Notice 3)

197  Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

198  None (see Sewage Notice 1)  None Available/Permit Limitations in Effect (see Sewage Notice 5)

200 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

201 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the  
202 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,  
203 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a  
204 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with  
205 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The  
206 local agency charged with administering the Act will be the municipality where the Property is located or that municipality  
207 working cooperatively with others.

208 Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption  
209 provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required  
210 before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage  
211 system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and  
212 site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by  
213 the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance  
214 which occurs as a result.

215 Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a  
216 water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another  
217 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the  
218 tank from the date of its installation or December 14, 1995, whichever is later.

219 Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance  
220 specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances  
221 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water  
222 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal  
223 isolation distance between the individual water supply or water supply system suction line and the perimeter of the  
224 absorption area shall be 100 feet.

225 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage  
226 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until  
227 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations  
228 promulgated thereunder.

229 (C) **Historic Preservation**

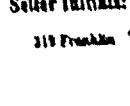
230 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

231 (D) **Land Use Restrictions**

232 1.  Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under  
233 following Act(s) (see Notices Regarding Land Use Restrictions below):  
234  Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)  
235  Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
236  Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
237  Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
238  Other \_\_\_\_\_

239 2. **Notices Regarding Land Use Restrictions**

240 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations  
241 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law  
242 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.  
243 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax  
244 treatment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution  
245 of this Agreement to determine the property tax implications that will or may result from the sale of the Property or  
246 the land from which it is being separated.  
247 *Buyer Initials: *

248 *Seller Initials: *

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250 *ABR Page 5 of 14*

251 *219 Franklin*

- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

**(F) Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_

**(G) Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

## (H) Internet of Things (IoT) Devices

1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
4. This paragraph will survive settlement.

## 11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a **WAIVER** of that contingency and Buyer accepts the Property and agrees to the **RELEASE** in Paragraph 28 of this Agreement.

**12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)**

#### **(A) Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgagee(s), surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

22 *Boyer Initiatives*

80

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Ballon Inflatable

110 *Paula R. Peart*



388 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more  
 389 flood insurance agents regarding the need for flood insurance and possible premium increases.  
 390

391 **Elected** \_\_\_\_\_  
 392 Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal  
 393 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property  
 394 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural  
 395 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representa-  
 396 tions of size of property are approximations only and may be inaccurate.  
 397

398 **Elected** \_\_\_\_\_  
 399 Lead-Based Paint Hazards (For Properties built prior to 1978 only)  
 400 Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct  
 401 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint  
 402 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard  
 403 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved  
 404 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a  
 405 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and  
 406 any lead-based paint records regarding the Property.

407 **Elected** \_\_\_\_\_  
 408 Other \_\_\_\_\_  
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W/affd

W/affd

Waived

410 The Inspections elected above do not apply to the following existing conditions and/or items: \_\_\_\_\_  
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410 (D) **Notices Regarding Property & Environmental Inspections**

- 411 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating  
 412 the surface of a structure where it may cause mold and damage to the building's frame.
- 413 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 414 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal  
 415 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-  
 416 sibility to dispose of them properly.
- 417 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer  
 418 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop  
 419 the property would be affected or denied because of its location in a wetlands area.
- 420 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,  
 421 pollen and viruses) have been associated with allergic responses.
- 422 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be  
 423 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.  
 424 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,  
 425 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health  
 426 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by  
 427 calling 1-877-724-3258.

428 13. **INSPECTION CONTINGENCY (10-18)**

429 (A) The Contingency Period is \_\_\_\_\_ days (10 if not specified) from the Execution Date of this Agreement for each inspection elected  
 430 in Paragraph 12(C).

431 (B) Within the stated Contingency Period and as the result of any inspection elected in Paragraph 12(C), except as stated in  
 432 Paragraph 13(C):

- 433 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in  
 434 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in  
 435 Paragraph 28 of this Agreement, OR
- 436 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
 437 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer  
 438 according to the terms of Paragraph 26 of this Agreement, OR
- 439 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
 440 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by  
 441 Buyer.

442 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform  
 443 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of  
 444 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or  
 445 governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

446 a. Following the end of the Contingency Period, Buyer and Seller will have \_\_\_\_\_ days (5 if not specified) for a Negotiation  
 447 Period. During the Negotiation Period:

- 448 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 449 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-  
 450 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

451 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

Seller Initials: *JK*

219 Franklin

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Seller (Initials) \_\_\_\_\_ ASR Page 10 of 14

Buyer (Initials) \_\_\_\_\_

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

673 16. CONDOMINIUM or part of a Planned Community unless checked below.

674 (A) Property is NOT a Condominium or unit of a Condominium that is primarily used by a unit owners association. Section 3407

675 (B) CONDOMINIUM. The Property is a unit of a Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Residence and copies of the association.

676 676 Seller will furnish Condominium Act of Pennsylvania and rules and regulations of the Condominium Association.

677 677 Seller will furnish Condominium Declaration (other than rules and regulations), the bylaws and rules and regulations of the association.

678 678 Seller will furnish Condominium Act of Pennsylvania and rules and regulations of the Condominium Association.

679 679 Seller will perform the repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(2) will survive

680 680 notice provided by the municipality.

681 681 Seller will perform all repairs/improvements as required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph.

682 682 Seller will accept the responsibility to perform the repairs/improvements according to the terms of the

683 683 Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the

684 684 notice to Seller within the time stated in Paragraph 15(B)(1)(b) or fails to timely make this Agreement by written

685 685 offer to respond within the time stated in Paragraph 15(B)(1)(b) or fails to timely make this Agreement by written

686 686 (2) Terminate this Agreement by written notice to Seller, which will deposit monies retained to Buyer according to the terms

687 687 of Paragraph 26 of this Agreement.

688 688 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph

689 689 orally Seller in writing within 5 DAYS that Buyer will:

690 690 b. Not make the required repairs/improvements, if Seller chooses not to make the required repairs/improvements, Buyer will

691 691 improvevements, Buyer accepts the temporary and agrees to the RELEASE in Paragraph 28 of this Agreement. OR

692 692 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/

693 693 copy of the notice to Buyer and notify Buyer in writing that Seller will:

694 694 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a

695 695 Seller. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver copy of the notice

696 696 of any uncorrected violations of zoning, building, safety or fire ordinances under a certificate permitting occupancy of

697 697 Seller. Seller will receive a certificate from the appropriate municipal department(s) detailing notice

698 698 (B) If required by law, within 30 DAYS from the issuance of this Agreement, but no later than 15 DAYS prior

699 699 to Seller within the time stated in Paragraph 15(A)(2) or fails to timely make this Agreement by written notice

700 700 of Buyer failing to respond within the time stated in Paragraph 28 of this Agreement.

701 701 b. Temporarily this Agreement by written notice to Seller, with all deposit monies retained to Buyer according to the terms of

702 702 Paragraph 28 of this Agreement. OR

703 703 a. Comply with the notice and/or assessments at Buyer's expense, unless the Property, and agree to the RELEASE in

704 704 that Buyer will within the time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS

705 705 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails

706 706 notices and/or assessments, Buyer accepts the temporary and agrees to the RELEASE in Paragraph 28 of this Agreement. OR

707 707 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are

708 708 received after Seller has signed this Agreement and before the notice to Buyer and will notify Buyer in writing that Seller will:

709 709 or assessments provide a copy of the notices and/or assessments to Seller, Seller will within 5 DAYS of receiving the notices and

710 710 within the time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS

711 711 1. Temporarily this Agreement by written notice to Seller, Seller will receive a certificate from the appropriate municipal

712 712 department(s) detailing notice

713 713 2. Not comply with the notices and/or assessments to the satisfaction of the appropriate municipal department(s) detailing notice

714 714 (1) COAL NOTICE (Where Applicable)

715 715 THIS DOCUMENT MAY NOT SEAL, COVER, TRANFER, RELEASE OR RESUME THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER

716 716 NEARLY THE SURFACE LAND DESCRIED OR REFERRED TO HEREIN. AND THE OWNER OR OWNERS OF COAL MAY HAVE THE COAL

717 717 PLATE LEAD RIGHT TO REMOVE LAND SUCH COAL AND IN THAT CONSTRUCTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND

718 718 ANY HOUSE BUILT INTO OTHER STRUCTURE OR INUCHI LAND. (This notice is not valid in the manner provided in Section 1 of

719 719 the Act of July 17, 1957, P.L. 984, "Buyer's Acknowledgement Act (A) of 2011; 68 P.D.C.S., § 8101, et seq.), which provides a private transfer fee.

720 720 Transfer Fee Differing Private Transfer Fee in Pennsylvania, Private Transfer Fees are defined and regulated in the Private

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725 725 Transfer Fee Differing Private Transfer Fee in Pennsylvania, Private Transfer Fees are defined and regulated in the Private

726 726 (K) 1. This property is not subject to a Private Transfer Fee Differing unless otherwise stated here:

727 727 (L) Private Transfer Fee Acquired from Form PTF is reflected to and used per this Agreement.

728 728 2. Notices Transfer Fee Acquired from Form PTF is reflected to and used per this Agreement.

729 729 Transfer Fee Differing Private Transfer Fee in Pennsylvania, Private Transfer Fees are defined and regulated in the Private

730 730 Transfer Fee Differing Private Transfer Fee in Pennsylvania, Private Transfer Fees are defined and regulated in the Private

731 731 Transfer Fee or charge notice will be to the property of oil or gas wells or other property recorded to be building, and Seller must

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768 768 Seller convey the fee or charge notice will be to the property of oil or gas wells or other property recorded to be building, and Seller must

**PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

**(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

**(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:**

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide those documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

**17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

**18. MAINTENANCE AND RISK OF LOSS (1-14)**

(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any part of the Property included in the sale fails before settlement, Seller will:

1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
  - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
  - b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
  - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

**19. HOME WARRANTIES (1-10)**

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

Buyer Initials: 

Seller Initials: 

219 Franklin

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710

(D) Buyer and Seller agree that "Buyer" means

711 "Buyer and Seller agree that "Buyer" means

NC

762 32. SPECIAL CLAUSES (1-10)  
 763 (A) The following are attached to and made part of this Agreement if checked:  
 764  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)  
 765  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)  
 766  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)  
 767  Settlement of Other Property Contingency Addendum (PAR Form SOP)  
 768  Appraisal Contingency Addendum (PAR Form ACA)  
 769  Short Sale Addendum (PAR Form SHS)

770 (B) Additional Terms:

771 *Contents as is, nothing will be removed ✓k*

772 788 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.  
 773 789 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts  
 774 together shall constitute one and the same Agreement of the Parties.

775 791 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are  
 776 792 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

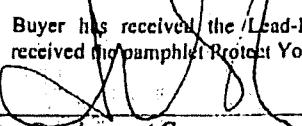
777 793 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all  
 778 794 parties constitutes acceptance by the parties.

779 795 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

780 796 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

781 797 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)  
 782 798 before signing this Agreement.

783 799 Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has  
 784 800 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

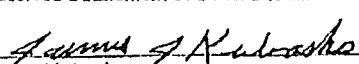
801 BUYER  DATE 2/11/20

802 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

803 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

804 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

805 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

806 SELLER  DATE 2-12-20

807 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

808 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

\*\*\*\*\*  
IN RE: : CHAPTER 13  
JAMES JOHN KUBASKO :  
: :  
Debtor(s) : CASE NO. 5-20-00462  
\*\*\*\*\*  
JAMES JOHN KUBASKO :  
Movant :  
vs. :  
: :  
LACKAWANNA COUNTY TAX CLAIM :  
BUREAU, LACKAWANNA RIVER BASIN :  
SEWER AUTHORITY, PNC BANK, NA, :  
PORTNOFF LAW ASSOCIATES, :  
INTERNAL REVENUE SERVICE, PA :  
DEPARTMENT OF REVENUE, and :  
CHARLES J. DEHART, III, ESQUIRE :  
Respondents :  
\*\*\*\*\*

**ORDER GRANTING DEBTOR'S MOTION FOR PRIVATE SALE OF REAL AND  
PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND  
ENCUMBRANCES**

\*\*\*\*\*

Upon consideration of the within Motion and after Notice duly given to the Creditors and other parties in interest, the Debtor, James John Kubasko, is hereby granted leave to sell real property located at 219 Franklin Ave., Jermyn, PA along with personal property and fixtures to Legacy Development Corp for the sum of Twenty Three Thousand (\$23,000.00) Dollars. All valid liens and encumbrances to attach to the proceeds of said sale, except the encumbrances of outstanding real estate taxes.

Further, the Debtors are granted leave to allow distribution of the proceeds of the sale at closing as follows:

- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,431.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;
- c. Realtors Commission of 6 % percent;
- d. Any transfer tax which is the responsibility of the seller herein;
- e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
- f. Payment in full to PNC Bank, NA;
- g. That any other unpaid liens shall attach to the remaining sale proceeds;
- h. Debtor's exemption if any;
- i. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Charles J. DeHart, III, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

Further, the Debtors are allowed to escrow funds at closing for a potential capital tax gain liability.

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Date

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J.